Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff TOBY BONNEAU, on behalf of himself and all others similarly situated

Michael Nourmand, Esq. (SBN 198439)
James A. De Sario, Esq. (SBN 262552)
THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
Beverly Hills, California 90211
Telephone: 310.553.3600
Facsimile: 310.553.3603

Attorneys for Plaintiff,
LAFAYETTE GRIFFIN, on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO - COMPLEX

TOBY BONNEAU and LAFAYETTE GRIFFIN, on behalf of themselves and all other similarly situated,

Plaintiffs,

v.

CALPORTLAND COMPANY, a California corporation; and DOES 1 through 100, Inclusive

Defendants.

CASE NO.: 37-2022-00037510-CU-OE-CTL

[Assigned for all purposes to the Hon. James A. Mangione, Department 75 Central – Hall of Justice]

JOINT STIPULATION FOR CLASS AND PAGA ACTION SETTLEMENT

TO THE COURT:

This Joint Stipulation for Class Action Settlement ("Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiffs LAFAYETTE GRIFFIN ("Mr. Griffin") and TOBY BONNEAU ("Mr. Bonneau"), individually and on behalf of all others similarly situated, and CALPORTLAND COMPANY ("Defendant"), and is subject to the terms and conditions below, and to the Court's approval. As part of the Settlement, the Plaintiffs and Defendant will stipulate to file a Second Amended Class Action Complaint ("SAC" or "Operative Complaint") in the matter entitled *Bonneau v. CalPortland Company* – San Diego Superior Court Case No. 37-2022-00037510-CU-OE-CTL (*Bonneau* Action), by September 29, 2024, which adds Mr. Griffin as a named plaintiff/class representative, as well as the claims he asserted in the action entitled *Griffin v. CalPortland Company* – Los Angeles Superior Court Case No. 21STCV18568 ("*Griffin* Action") and Michael Nourmand and James De Sario of The Nourmand Law Firm, APC, , as counsel of record for Plaintiffs and the Class. The effect of the SAC will act to coordinate the *Griffin* Action with the *Bonneau* Action under a single operative complaint. Upon the filing of the SAC, Mr. Griffin will dismiss the *Griffin* Action, without prejudice, in the Los Angeles Superior Court. Mr. Griffin and Mr. Bonneau will collectively be referred to as "Plaintiffs" and Plaintiffs and Defendants will collectively be referred to as "Parties."

The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved by the Court, it will be of no force or effect, and the Parties will be returned to their respective positions immediately prior to and as if they had never executed this Settlement Agreement as more fully set forth below.

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means the *Bonneau* Action and *Griffin* Action, which have been

consolidated in the SAC filed in the *Bonneau* Action. .

2. "Claims Administrator" means CPT Group, Inc. or any other third-party class action settlement claims administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Claims Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict of interest.

3. "Claims Administration Expenses" means the costs and fees payable to the Claims Administrator for administering this Settlement, including, but not limited to, printing, translating into Spanish, conducting a National Change of Address ("NCOA") search, distributing (including with appropriate postage), and tracking documents for this Settlement in English and Spanish, any searches to locate any "Class Members", tax reporting, distributing the "Individual Settlement Payments", "Class Representative Enhancement Payment", "Class Counsel Fees and Costs", and providing necessary certification of completion of notice, reports and declarations, establishing and administering a qualified settlement fund account and other responsibilities set forth in this Settlement Agreement and as requested by the Parties. The Claims Administration Expenses are currently estimated to be not more than $18,500.

4. "Class Counsel" means Michael Nourmand and James A. De Sario of The Nourmand Law Firm, APC for Mr. Griffin; and Larry W. Lee of Diversity Law Group, P.C., William L. Marder of Polaris Law Group, LLP, Dennis Hyun of Hyun Legal, APC and Edward Choi of Law Offices of Choi & Associates, P.C., for Mr. Bonneau.

5. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, and obtaining entry of the judgment terminating the Action. Class Counsel will request attorneys' fees of not to exceed 35% of the Gross Settlement Amount or $2,625,000 and

litigation costs and expenses not to exceed $50,000. Defendant has agreed not to oppose Class Counsels' request for Class Counsel Fees and Costs.

6. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide on a confidential basis to the Claims Administrator within fourteen (14) calendar days after the Court's entry of an order granting preliminary approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and Defendant will use its best efforts to include each Class Member's full name; most recent mailing address; last known telephone number if readily available; dates of employment or number of workweeks worked during the "Class Period"; and Social Security number.

7. "Class Member(s)" or "Settlement Class" means Plaintiffs and all current and former hourly non-exempt employees of Defendant within California at any time during the Class Period.

8. "Class Period" means the period from March 8, 2018[1] through May 31, 2024. It is estimated that there are approximately 2,105 Class Members and 237,328 workweeks during the Class Period.

9. "Class Representative Enhancement Payment" means the amount to be paid from the Gross Settlement Amount to the named Plaintiffs in exchange for executing a general release and in recognition of their efforts in prosecuting the Action on behalf of Class Members. Plaintiffs will request and Defendant will not oppose Plaintiffs' application to the court for a payment of $10,000 to each Plaintiff for their willingness to serve as Class Representative.

10. "Court" means the San Diego Superior Court, or any other court taking jurisdiction of the Action.

11. "Effective Date" means the date when the "Final Approval Order" becomes final. For purposes of this Settlement Agreement, the Final Approval Order "becomes final" upon the last to occur of the following: (a) if there are no objections to the Settlement, the date

[1] The class action settlement in *Sanchez v. CalPortland Company* Los Angeles Superior Court Case No. BC590426 ("*Sanchez* Action") released overlapping wage and hour claims until March 7, 2018.

the Court enters an order granting final approval of the Settlement; (b) if there are objections to the Settlement, and if an appeal, review, or writ is not sought from the Final Approval Order, the day after the time period to appeal the Settlement has expired, i.e., 60 days from the date the Court enters an order granting final approval of the Settlement; (c) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the appellate court's decision passes and no further review is requested; (d) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the appellate court, and further review of the appellate court's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (e) if review is accepted, the day the appellate court affirms the Settlement.

12. "Gross Settlement Amount" means the maximum settlement amount of $7,500,000 ("Gross Settlement Amount"), which has been and/or will be paid by Defendant in full satisfaction of all claims arising from the Action. The Gross Settlement Amount includes all "Individual Settlement Payments" to "Participating Class Members", the Class Representative Enhancement Payments, Claims Administration Expenses, Class Counsel Fees and Cost, and "PAGA" penalties in the amount of $50,000 of which 75% or $37,500 will be paid to the Labor Workforce Development Agency ("LWDA") and 25% or $12,500 to "PAGA Group Members". Defendant will pay the employer's share of payroll taxes, as applicable, in addition to the Gross Settlement Amount.

13. "Individual Settlement Payment" means each Participating Class Member's and PAGA Group Member's share of the "Net Settlement Amount", to be distributed to Plaintiffs, PAGA Group Members and Class Members who do not request exclusion from the settlement.

14. "Net Settlement Amount" means the maximum amount available for distribution to the Class Members, after deduction from the Gross Settlement Amount of Class Counsel Fees and Costs, Class Representative Enhancement Payments, Claims Administration Expenses, and $50,000 as PAGA penalties.

15. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the objection to be valid, it must include: (i) the objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a list of all persons who will be called to testify in support of the objection. Further, an objector may appear at the Final Approval hearing, without first serving a written objection, either in person or through counsel, at his or her expense. The Parties will be permitted to respond in writing to such objections at least seven calendar days prior to the Final Approval hearing or within the time period set by the Court.

16. "Notice" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

17. "PAGA" means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §2698, et seq.

18. "PAGA Group Member(s)" means Plaintiffs and all current and former hourly non-exempt employees of Defendant within California at any time during the "PAGA Period".

19. "PAGA Period" means the period from May 14, 2020 through May 31, 2024. It is estimated that there are approximately 36,130 pay periods during the PAGA Period.

20. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is $50,000, subject to Court approval. Of the PAGA Settlement Amount, 75% or $37,500 will be paid to the LWDA ("LWDA Payment"), and the remaining 25% or $12,500 will be distributed to PAGA Group Members.

21. "Participating Class Members" means all Class Members who do not submit valid "Requests for Exclusion".

22. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

23. "Released PAGA Claims" means any and all claims for civil penalties under

PAGA that were alleged in the Operative Complaint and Plaintiffs' PAGA notices sent to the LWDA, or reasonably could have been alleged based on the facts and legal theories therein, during the PAGA Period, regardless of whether PAGA Group Members opt out from the Settlement Agreement, including, *inter alia*, the following claims for PAGA civil penalties premised on alleged violations of Labor Code §§ 200, 201, 202, 203, 233 246(1), 246.5, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1771.

24. "Released Claims" means all wage and hour claims, penalties, interest, and causes of action, arising from or related to the claims pled in Plaintiffs' Operative Complaint or that could have been pled in the Operative Complaint based on the factual allegations pled in Plaintiffs' Operative Complaint, including, *inter alia*, all claims for failing to pay prevailing wages for public work projects, failing to pay overtime and minimum wages for off-the-clock work, failing to include all forms of remuneration, including but not limited to incentive/bonus payments, and shift differentials, into calculation of the proper regular rate for the purposes of overtime wages, failing to pay meal premiums for meal period violations at the proper regular rate of pay, failing to pay sick leave at the proper regular rate of pay, failing to provide rest periods or pay premium wages at the proper regular rate of pay in lieu thereof, failing to issue accurate wage statements, failing to pay all wages owed upon termination to terminated employees, engaging in unfair competition under California Business & Professions Code §17200, et seq. based on the Labor Code violations alleged, and any penalties, restitution, disgorgement, interest or attorney's fees. This release will cover all Class Members who do not opt out.

25. "Released Parties" means Defendant and Defendant's former and present parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and its current, former, and future owners, officers, shareholders, directors, members, managers, operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers and agents, and any successors, assigns, or legal representatives.

26. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned by mail or fax to the Claims Administrator at the specified address or fax number indicated in the Notice; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before the "Response Deadline". PAGA Group Members may not be excluded from the resolution of PAGA Group Members' claims arising under PAGA.

27. "Response Deadline" means the deadline by which Class Members must fax or postmark to the Claims Administrator a valid Request for Exclusion, submit objections to the Settlement, or dispute workweeks. The Response Deadline will be 45 calendar days from the initial mailing of the Notice by the Claims Administrator. The Response Deadline for Request for Exclusion, objection, or dispute workweeks will be extended 15 calendar days for any Class Member who is re-mailed a Notice by the Claims Administrator in accordance with the notice procedure described herein. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's counsel.

TERMS OF AGREEMENT

Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as follows:

28. <u>Impact of Any Court Determination Not to Enter Final Approval Order</u>. In the event that the Court does not enter a Final Approval Order and this Settlement Agreement does not become effective, the following will occur:

a. on the date final approval is denied, the status of the Action will be deemed to return to its status at the time immediately prior to and as if the Parties had never executed this Settlement Agreement; and

b. Defendant will pay the Claims Administrator for any Claims Administration Expenses actually incurred.

29. Settlement Funding. Within 15 calendar days of the Effective Date, Defendant will deposit the Gross Settlement Amount and employer's share of payroll taxes with the Claims Administrator who will deposit the funds into an interest-bearing trust account referred to as the "Qualified Settlement Fund" account from which the Claims Administrator will have authority to distribute money in accordance with the terms of this Settlement Agreement. The employer's share of the payroll taxes shall be paid in addition to the Gross Settlement Amount. The Claims Administrator shall calculate the appropriate amount of the employer's share of the payroll taxes to be funded by Defendant.

30. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Class Counsel Fees in the amount of up to $2,625,000, 75% of which will be awarded to The Nourmand Law Firm, APC and 25% to Diversity Law Group, A.P.C, plus the reimbursement of the actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed $50,000. In consideration of their awarded attorney's fees and costs and expenses, Plaintiffs and Class Counsel waive any and all claims to any further attorney's fees and expenses in connection with the Action. Any amount requested by Class Counsel for the Class Counsel Fees and Costs and not granted by the Court shall return to the Net Settlement Fund and be distributed to Class Members as provided in this Agreement.

31. Class Representative Enhancement Payment. In exchange for named Plaintiffs' executing a general release, and in recognition of their efforts in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to $10,000, to each Plaintiff. The Class Representative Enhancement Payment, which will be paid from the Gross Settlement Amount, will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes, penalties and interest on the payment made pursuant to this paragraph and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. The Claims Administrator shall issue an IRS Form 1099 – MISC to Plaintiffs for their respective

Class Representative Enhancement Payment. Any amount requested by Plaintiffs for the Class Representative Enhancement Payment and not granted by the Court shall return to the Net Settlement Fund and be distributed to Class Members as provided in this Agreement.

32. Claims Administration Expenses. The Claims Administrator, CPT Group, Inc., will be paid for the reasonable fees and costs of administration of the Settlement, which are estimated not to exceed $18,500. These will include, *inter alia*, fees and costs payable to the Claims Administrator for printing, translating into Spanish, distributing (including with appropriate postage), and tracking documents for this Settlement in English and Spanish, any searches to locate any Class Members, calculating estimated amounts per Class Member, tax reporting, distributing the Individual Settlement Payments, Class Representative Enhancement Payment, Class Counsel Fees and Costs, payment to LWDA for PAGA penalties, and providing necessary certification of completion of notice, reports and declarations, establishing and administering a Qualified Settlement Fund account, required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS forms, calculating the employer's share of payroll taxes on the wage portion of the Individual Settlement Payments and coordinating related reporting, and other responsibilities as requested by the Parties. The Claims Administration Expenses will be paid from the Gross Settlement Amount.

33. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Participating Class Members from the Settlement Class and PAGA Group Members in accordance with the terms of this Agreement.

34. Individual Settlement Payment Calculations. Defendant will provide the Claims Administrator with the total number of workweeks for each Class Member during the Class Period and total number of pay periods for each PAGA Group Member during the PAGA Period. The Claims Administrator will divide the Net Settlement Amount by the total number of workweeks ("Work Week Rate Amount") and then multiply this amount by each Class Member's total number of workweeks to yield that employee's share of the Net Settlement Amount. In the event a Class Member submits a timely Request for Exclusion from the settlement, his/her share of the settlement will be added to the Net Settlement Amount.

$$\frac{\text{NET SETTLEMENT AMOUNT}}{\text{Total number of Workweeks for all Class Members}} \times \text{Participating Class Member's Workweeks}$$

In addition, each Class Member who is a PAGA Group Member will be paid a pro-rata share of the $12,500 allocated for PAGA penalties to PAGA Group Members, as calculated by the Claims Administrator, with a formula similar to the formula for payments to the Participating Class Members.

$$\frac{\text{\$12,500 for PAGA Penalties to PAGA Group Members}}{\text{Total number of pay periods for all PAGA Group Members during PAGA Period}} \times \text{Individual PAGA Group Member's pay periods during PAGA Period}$$

The Individual Settlement Payment for any Participating Class Member who is also a PAGA Group Member shall include the Participating Class Member's share of the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members.

Class Members who are PAGA Group Members will not be permitted to exclude themselves from the PAGA claim portion of the Settlement. PAGA penalty settlement payments in the appropriate amounts will be distributed by the Claims Administrator by mail to the PAGA Group Members including to those Class Members who are PAGA Group Members who submitted a Request for Exclusion.

35. No Credit Toward Benefit Plans. All settlement payments to Class Members shall be deemed to be income to such Class Members solely in the year in which such awards actually are received by the Class Members. It is expressly understood and agreed that the receipt of such settlement payments will not entitle any Class Member to additional compensation or benefits under any company bonus, paid time off (including vacation and sick

leave), or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the settlement payments provided for in this Agreement are the sole payments to be made by Defendant to the Class Members in connection with this Settlement, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the settlement payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

36. Claims Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

37. Delivery of the Class List. Within 14 calendar days of Preliminary Approval, Defendant will provide the Class List to the Claims Administrator.

38. Notice by First-Class U.S. Mail. Within 10 calendar days after receiving the Class List from Defendant, the Claims Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail.

39. Confirmation of Contact Information in the Class List. Prior to mailing, the Claims Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Claims Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address, and the Claims Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Claims Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice will have between the later of (i) an

additional 15 days or (ii) the Response Deadline, to fax or postmark a Request for Exclusion, submit an objection to the Settlement, or dispute workweeks.

40. Notice. All Class Members will be mailed the Notice. The Notice will provide: (1) information regarding the nature of the Action, (2) a summary of the Settlement's principal terms, (3) the Settlement Class definition, (4) each Class Member's estimated number of workweeks worked during the Class Period and pay periods during the PAGA Period , (5) each Class Member's estimated Individual Settlement Payment, including the estimated PAGA payment; (6) the dates which comprise the Class Period, (7) instructions on how to submit valid Requests for Exclusion, objections or dispute workweeks, (8) the deadlines by which the Class Member must fax or postmark the Request for Exclusion, submit objections to the Settlement, or dispute workweeks, and (9) the claims to be released, as set forth in this Settlement Agreement.

41. Request for Exclusion Procedures. Any Class Member wishing to opt out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Claims Administrator by the Response Deadline. The date of the fax or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Parties to this Settlement Agreement and their counsel agree that they will not solicit or encourage Class Members to opt-out or object to this Settlement Agreement. If the Court approves the settlement of the PAGA claim, all PAGA Group Members are bound by the Court's resolution of that claim. Class Members who are also PAGA Group Members submitting a Request for Exclusion will nevertheless receive their pro-rata share of the 25% of the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members.

42. Defective Submissions. If a Class Member's Request for Exclusion does not comply with the requirements listed in this Settlement Agreement, that Class Member will be given an opportunity to cure the defect(s). The Claims Administrator will mail the Class Member a cure letter within three (3) calendar days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be

cured to render the Request for Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii) 15 calendar days from the date of the cure letter, to fax or postmark a revised Request for Exclusion.

43. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims (other than as it applies to the PAGA claims with respect to the PAGA Group Members), as well as any judgment that may be entered by the Court if it grants final approval to the Settlement. If the Court approves the settlement of the PAGA claim, Class Members who are also PAGA Group Members submitting a request for exclusion will nevertheless be bound by the Court's resolution of that claim and receive their pro-rata share of the 25% of the PAGA Settlement Amount allocated to the PAGA Group Members.

44. Objection Procedures. To object to the Settlement Agreement, a Class Member may not submit a Request for Exclusion and must mail a valid Notice of Objection to the Claims Administrator by the Response Deadline. The Claims Administrator will notify counsel for the Parties forthwith via email. Class Counsel will lodge the objection with the Court. The Notice of Objection must be signed by the Class Member and contain all information required by this Settlement Agreement. The postmark date of the mailing will be deemed the exclusive means for determining that the Notice of Objection is timely. Class Members who wish to object will also have a right to appear at the Final Approval Hearing in-person, with or without counsel at his/her own expense and with or without submitting a written objection, in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Final Approval Order and Judgment.

45. Certification Reports Regarding Individual Settlement Payment Calculations. The Claims Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (i) the number of Class Members who have submitted valid Request for Exclusion and objections; and (ii) the number of any deficient Request for Exclusion.

Additionally, the Claims Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

46. Timing of Distribution of Individual Settlement Payments. Within three (3) calendar days of Defendant depositing the Gross Settlement Amount and employer's share of payroll taxes as set forth above, the Claims Administrator will issue payments to (1) Participating Class Members and PAGA Group Members; (2) Plaintiffs; (3) Class Counsel; and payment to LWDA. The Claims Administrator will also issue a payment to itself for Claims Administration Expenses.

47. Uncashed or Undeliverable Settlement Checks. Checks for Individual Settlement Payments paid to participating Class Members will be valid for 180 days. Participating Class Members will have one hundred eighty (180) calendar days from the date of issuance of the check to cash their check. For any check not cashed after 180 calendar days, the Claims Administrator will send the amount represented by the check to the California State Controller Unclaimed Property Division, with the identity of the Participating Class Member to whom the funds belong, to be held for the participating Class Member per California Unclaimed Property Law, in the interest of justice. The money paid to the California State Controller Unclaimed Property Division will remain the Participating Class Member’s property. This will allow Participating Class Members who did not cash their checks to collect their Individual Settlement Amounts at any time in the future. Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and the California Code of Civil Procedure section 384 shall not apply. The funds will be held by the State until claimed by the employee and the uncashed check never ceases to be the employee’s property.

48. Escalation Clause. Defendant represents that the settlement contemplates 237,328 workweeks during the Class Period. In the event the total workweeks increase beyond the 237,328 workweeks during the Class Period, Defendant agrees to pay an additional $31.60 per additional workweek through May 31, 2024.

49. <u>Certification of Completion</u>. Upon completion of administration of the Settlement, the Claims Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

50. <u>Treatment of Individual Settlement Payments</u>. All Individual Settlement Payments will be allocated as follows: 100% of each PAGA Groups Members pro-rated share of the $12,500.00 allocated for PAGA penalties shall be allocated as penalties; 20% of each Individual Settlement Payment will be allocated for the settlement of wage claims; and the remaining 80% will be allocated to the settlement of claims for interest and statutory penalties. The portion allocated to wages in each Individual Settlement Payment will be reported on an IRS Form W-2 and the portion allocated to interest and penalties will be reported on an IRS Form-1099 by the Claims Administrator.

51. <u>Administration of Taxes by the Claims Administrator</u>. The Claims Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Group Members, Class Counsel, and Defendant any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Claims Administrator will also be responsible for forwarding all payroll taxes and other legally required withholdings, and related reporting, to the appropriate government authorities.

52. <u>Defendant's Responsibility for Employer Taxes</u>: For any portion of the Class Members' Individual Settlement Payments that are designated as "wages" for purposes of tax reporting, the employer's taxes, employer contributions of all federal, state, and local taxes (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition to the Gross Settlement Amount, via and with the Claims Administrator's assistance.

53. <u>Circular 230 Disclaimer</u>. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR

WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

54. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Settlement Agreement.

55. Release by Plaintiffs. Upon the date the Court enters an order granting final approval of the settlement and Defendant fully funds the Gross Settlement Amount and the employer's share of payroll taxes, in addition to the claims being released by all Class Members, Plaintiffs will provide the following additional general release ("General Release") : Plaintiffs, on their own behalf and on behalf of their heirs, spouses, executors, administrators, attorneys, agents and assigns, fully and finally release the Released Parties from all claims,

demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution of this Settlement Agreement. This General Release includes any unknown claims Plaintiffs do not know or suspect to exist in their favor at the time of this General Release, which, if known by them, might have affected their settlement with, and release of, the Released Parties or might have affected their decision not to object to this Settlement or this Release. To the extent the foregoing releases are releases to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

However, specifically excluded from this General Release of claims by Plaintiffs are any claims for or relating to workers' compensation, unemployment insurance, or any other claims that cannot be waived by law. The significance of this General Release and waiver of Civil Code Section 1542 has been explained to Plaintiffs by their counsel.

56. Release by Participating Class Members. Upon the date the Court enters an order granting final approval of the settlement and Defendant fully funds the Gross Settlement Amount and the employer's share of payroll taxes, the Participating Class Members will release the Released Parties from the Released Claims that occurred during the Class Period.

57. Release by PAGA Group Members. Upon the date the Court enters an order

granting final approval of the settlement and Defendant fully funds the Gross Settlement Amount and the employer's share of payroll taxes, the PAGA Group Members will release the Released Parties from the Released PAGA Claims that occurred during the PAGA Period.

58. Neutral Reference. Defendant agrees that it will only provide a neutral reference for Plaintiffs should any prospective employers or anyone contact them regarding Plaintiffs' employment. Defendant shall only provide the dates of employment and Plaintiffs' last job title held with Defendant.

59. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. In such case, the Settlement shall not be used or be admissible in any subsequent proceedings, either in this Action, this Court, or any other Court or forum.

60. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified in this Settlement Agreement. In conjunction with the Preliminary Approval motion, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement and will include the proposed Notice.

61. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to fax or postmark the Request for Exclusion or submit objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for (i) Individual Settlement Payments; (ii) the Class

Counsel Fees and Costs; (iii) the Class Representative Enhancement Payment; (iv) payment to LWDA for PAGA penalties; and (v) all Claims Administration Expenses. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorney's fees and costs application to be heard at the Final Approval/Settlement Fairness Hearing.

62. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a proposed judgment to the Court for its approval. Pursuant to California Rules of Court, Rule 3.771(b), the Claims Administrator shall post on its website a copy of the judgment for a period of thirty days from the date the Court signs the judgment. After entry of the judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement Agreement, (ii) settlement administration matters, and (iii) such post- judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

63. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this Settlement Agreement. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

64. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

65. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

66. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

67. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement Agreement, as previously defined.

68. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts and by DocuSign. All executed counterparts and each of them, including facsimile, scanned copies of the signature page, and electronic signature will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

69. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that

they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

70. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

71. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

72. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

73. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other party to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful party will be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

74. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

75. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this

Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel.

76. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement will be subject to final Court approval.

77. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

78. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

79. No Admission of Liability. Nothing contained in this Settlement Agreement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or the Released Parties. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation, and the attendant inconvenience and expense, and to fully and forever buy their respective peace. This Settlement Agreement shall be inadmissible in evidence in any action or proceeding, by any party, except an action or proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's terms.

80. Disputes. Any dispute between the Parties concerning the interpretation or implementation of this Settlement Agreement will be resolved by the Court. Prior to any such resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute themselves, the dispute will be submitted to Jeff Ross, Esq. for mediation before being submitted to the Court, unless the Parties agree otherwise.

81. Applicable Law. All terms and conditions of this Settlement Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: ____________________ ______________________________

Lafayette Griffin

PLAINTIFF

DocuSigned by:

Dated: 12/11/2024 ______________________________

639EAB9E58F45...

Toby Bonneau

DEFENDANT

Dated: ____________________ ______________________________

CalPortland Company

____

By:
Its:

APPROVED AS TO FORM

Dated: ________, 2024 THE NOURMAND LAW FIRM, APC

By: ______________________________
Michael Nourmand
James A. De Sario

Attorneys for Plaintiff
Lafayette Griffin, on behalf of himself and all others similarly situated

Dated: December 11, 2024 DIVERSITY LAW GROUP, P.C.

BY: ______________________________
Larry W. Lee

Attorneys for plaintiff
Toby Bonneau, on behalf of himself and all other similarly situated

OGLETREE DEAKINS NASH SMOAK &

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 12/13/2024 Lafayette Griffin

Lafayette Griffin

PLAINTIFF

Dated: ____________________ ______________________________

Toby Bonneau

DEFENDANT

Dated: ____________________ ______________________________

CalPortland Company

____

By:
Its:

APPROVED AS TO FORM

Dated: 12/13, 2024 THE NOURMAND LAW FIRM, APC

By: James A. De Sario
Michael Nourmand
James A. De Sario

Attorneys for Plaintiff
Lafayette Griffin, on behalf of himself and all others similarly situated

Dated: ________, 2024 DIVERSITY LAW GROUP, P.C.

BY: ______________________________
Larry W. Lee

Attorneys for plaintiff
Toby Bonneau, on behalf of himself and all other similarly situated

OGLETREE DEAKINS NASH SMOAK &

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: ____________________ ____________________________________

Lafayette Griffin

PLAINTIFF

Dated: ____________________ ____________________________________

Toby Bonneau

DEFENDANT

Dated: December 20, 2024 ____________________________________

CalPortland Company

____

By: William Mullen

Its: COO

APPROVED AS TO FORM

Dated: ________, 2024 THE NOURMAND LAW FIRM, APC

By: ____________________________

Michael Nourmand
James A. De Sario

Attorneys for Plaintiff
Lafayette Griffin, on behalf of himself and all others similarly situated

Dated: ________, 2024 DIVERSITY LAW GROUP, P.C.

BY: ____________________________

Larry W. Lee

Attorneys for plaintiff
Toby Bonneau, on behalf of himself and all other similarly situated

Dated: December 23, 2024

STEWART, P.C.

By: Aaron H. Cole

Aaron H. Cole, Esq.

.

Attorneys for Defendant
CalPortland Company

EXHIBIT "A"

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

Toby Bonneau and Lafayette Griffin v. Calportland Company
San Diego Superior Court Case No. 37-2022-00037510-CU-OE-CTL

NOTICE OF CLASS ACTION SETTLEMENT

A Court approved this Notice. This is not a solicitation from an attorney.

To: **ALL CURRENT AND FORMER HOURLY NON-EXEMPT EMPLOYEES OF CALPORTLAND COMPANY WITHIN CALIFORNIA AT ANY TIME DURING THE PERIOD OF MARCH 8, 2018 THROUGH MAY 31, 2024.**

PLEASE READ THIS NOTICE CAREFULLY
AS YOUR LEGAL RIGHTS MAY BE AFFECTED.

YOU MAY BE ENTITLED TO RECEIVE MONEY
FROM THIS SETTLEMENT.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You are receiving this Notice because you are or were an hourly non-exempt employee of Calportland Company ("Defendant") employed in California from May 8, 2018 through May 31, 2024 ("Settlement Class Member") and may be entitled to recover money from a class action settlement.

This Notice informs you of your rights to share in the settlement of the class action lawsuit *Lafayette Toby Bonneau and Lafayette Griffin v. Calportland Company San Diego Superior Court Case No. 37-2022-00037510-CU-OE-CTL* (the "Lawsuit"). This Notice is being sent to you by the order of the Superior Court of California, County of San Diego, which preliminarily approved this class action settlement on TBD. This Notice informs you of your rights to share in the settlement, or, if you so choose, to exclude yourself from the settlement or to object to the settlement terms.

If you wish to participate in the settlement and receive a settlement payment, you need not take any action at this time. If the Court approves the settlement, you will be mailed a settlement check at the address on file with the Settlement Administrator.

WHAT IS THIS LAWSUIT AND SETTLEMENT ABOUT?

The Lawsuit was brought by plaintiffs Lafayette Griffin and Toby Bonneau ("Plaintiffs") on behalf of hourly non-exempt employees who worked for Defendant in California during the time period of March 8, 2018 through May 31, 2024, seeking money damages, attorney's fees and penalties for the following alleged claims: (a) failure to pay overtime wages; (b) failure to pay minimum wages; (c) failure to pay prevailing wages; (d) failure to provide rest periods or compensation in lieu thereof; (e) failure to pay all wages upon termination; (f) failure to provide accurate wage statements; (g) failure to pay all wages upon termination; (h) unfair business practices based on the above claims; (i) civil penalties pursuant to Labor Code Section 2699, *et seq*. based on the above claims; (j) failure to pay premium wages at the regular rate of pay; and (k) failure to pay sick leave wages. Plaintiffs sought all damages, penalties, interest, and other amounts recoverable under the above causes of action under California law, including but not limited to under the California Labor Code. Defendant denies Plaintiffs' allegations and asserts that it has no liability for any of Plaintiffs' or the Settlement Class Members' claims under any statute, wage order, common law, or equitable theory. The Court did not decide in favor of Plaintiffs or Defendant and there was no trial. Plaintiffs think they could have won at trial. Defendant thinks Plaintiffs would not have won anything at trial. Defendant does not admit any of the claims alleged in the Lawsuit and denies that it owes money to Plaintiffs or to the Settlement Class Members for any of the alleged claims. Defendant chose to settle this lawsuit as a compromise to avoid the cost of litigation. Plaintiffs and their attorneys think the settlement is best for the Settlement Class Members.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Plaintiffs are the Class Representatives or Named Plaintiffs in the Lawsuit, and they assert claims on behalf of themselves and on behalf of employees who have similar claims and who are referred to as "Class Members." A class action allows the Court to resolve the claims of all the class members at the same time, rather than litigating or settling multiple individual lawsuits. A class member is bound by the determination or judgment entered in the case and may not file his or her own lawsuit on the same claims that were decided in the class action, unless he/she excludes him/herself from the Class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former hourly non-exempt employees of Defendant in California during the period of March 8, 2018 through May 31, 2024. The "Settlement Class Members" shall not include any person who submits a timely and valid request for exclusion as provided in this Notice.

If the Court approves the compromise of the claim for civil penalties pursuant to Labor Code Section 2699, *et seq.* ("PAGA claim"), all current and former hourly non-exempt employees of Defendant in California who worked during the "PAGA Period" of May 14, 2020 through May 31, 2024 ("PAGA Group Members") are nevertheless bound by the Court's resolution of the PAGA claim. Class Members who are also PAGA Group Members who submit a request for exclusion will nevertheless receive their pro-rata share of the $12,500 allocated for PAGA penalties.

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Defendant has agreed to pay $7,500,000 ("Gross Settlement Amount") to cover (a) Individual Settlement Payments to Settlement Class Members; (b) the Class Representative Enhancement Payment to the named Plaintiffs, not to exceed $10,000 to each Plaintiff; (c) Private Attorney General Act ("PAGA") penalties in the amount of $50,000 of which 75% or $37,500 will be paid to the Labor Workforce Development Agency ("LWDA") and 25% or $12,500 to PAGA Group Members; (d) Claims Administration Expenses not to exceed $18,500; and (e) attorney's fees and costs awarded by the Court to Class Counsel (the "Class Counsel Award"), not to exceed $2,625,000 in fees and $50,000 in costs. After deducting items b, c, d and e from the Gross Settlement Amount, the remaining balance is the "Net Settlement Amount." The Net Settlement Amount will be distributed to all Settlement Class Members who do not exclude themselves from the settlement. Per item c, $12,500 from the Gross Settlement Amount will be distributed among all PAGA Group Members. The Class Counsel Award and the Class RepresentativeEnhancement Payment are subject to Court approval.

This class action settlement includes a release of Defendant by Settlement Class Members, who do not exclude themselves from the settlement. Upon the date the Court enters an order granting final approval of the settlement and Defendant's funding of the Gross Settlement Amount and the employer's share of payroll taxes, all Class Members who do not timely submit a valid request for exclusion do and will be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged Defendant from all wage and hour claims, penalties, interest, and causes of action, arising from or related to the claims pled in Plaintiffs' operative complaint or that could have been pled in the operative complaint based on the factual allegations pled in Plaintiffs' operative complaint, including all claims for failing to pay prevailing wages for public work projects, failing to pay overtime and minimum wages for off-the-clock work, failing to include all forms of remuneration, including but not limited to incentive/bonus payments, and shift differentials, into calculation of the proper regular rate for the purposes of overtime wages, failing to pay meal premiums for meal period violations at the proper regular rate of pay, failing to pay sick leave at the proper regular rate of pay, failing to provide rest periods or pay premium wages at the proper regular rate of pay in lieu thereof, failing to issue accurate wage statements, failing to pay all wages owed upon termination to terminated employees, engaging in unfair competition under California Business & Professions Code §17200, et seq. based on the Labor Code violations alleged, and any penalties, restitution, disgorgement, interest or attorney's fees s that occurred during the period of March 8, 2018 through May 31, 2024 ("Released Claims"). The Released Claims will cover all Class Members who do not opt out.

Furthermore, upon the date the Court enters an order granting final approval of the settlement and Defendant funding the Gross Settlement Amount and employer's share of payroll taxes, the State of California and all PAGA Group Members (regardless of whether any PAGA Group Member submits a valid and timely request for exclusion to exclude themselves from the settlement) do and will be deemed to have fully, finally and forever released the Released Parties from any and all claims for civil penalties under PAGA [Cal. Lab. Code §§ 2699, et seq.] based on the labor code violations alleged in the operative Complaint and Plaintiffs' notices sent to the LWDA, including, the following claims for PAGA civil penalties premised on alleged violations of Labor Code §§ 200, 201, 202, 203, 233 246(1), 246.5, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1771, and including all attorney's fees and costs related thereto ("Released PAGA Claims").

HOW MUCH WILL MY PAYMENT BE?

Your share of the settlement will depend on (i) the final number of Settlement Class Members who have not excluded themselves from the settlement; and (ii) the number of workweeks you were employed during the Class Period and PAGA Period.

"Workweeks" are determined by calculating the number of weeks you recorded time worked as an hourly non-exempt employee of Defendant in California between March 8, 2018 through May 31, 2024.

The Settlement Administrator will calculate the total workweeks for all Settlement Class Members. The Net Settlement Amount (not including the $12,500 allocated for PAGA Group Members) is then divided by the total number of workweeks worked by all Class Members during the Class Period, and then multiplying this amount by each Class Members' total number of workweeks to provide that employee's individual share of the Net Settlement Amount.

In addition, the Settlement Administrator will calculate the total workweeks for all PAGA Group Members during the PAGA Period. The $12,500 allocated for PAGA penalties to PAGA Group Members is then divided by the total number of pay period worked by all PAGA Group Members during the PAGA Period, and then this amount is multiplied by each PAGA Group Members' total number of pay periods to provide that employee's individual share of the $12,500 allocated for PAGA penalties.

Defendant's records show that you were employed by Defendant as an hourly non-exempt employee in California from [start date] to [end date] between March 8, 2018 through May

31, 2024 and worked _[##]_ workweeks. (You may have worked for Defendant prior to March 8, 2018, but that time period is not included for purposes of this settlement.) If the settlement is approved, based on those records, your estimated payment is $[XXX.XX], less applicable taxes and payroll deductions. This amount is only an estimate. The actual amount of the Individual Settlement Payment may increase or decrease based on several factors, including the number of employees who exclude themselves from the settlement.

If you disagree with the employment dates listed above for employment during the periods between March 8, 2018 through May 31, 2024, please contact the Claims Administrator no later than TBD. You will be asked to provide documents to support your dispute. ***If you do not provide any documents or other evidence to support your challenge, the Settlement Administrator may reject your challenge.***

Contact information for the Settlement Administrator is provided below.

Toby Bonneau and Lafayette Griffin v. Calportland Company
c/o SETTLEMENT ADMINSTRATOR
Mailing Address
Telephone numbers
[Include fax numbers like below?]

All Individual Settlement Payments will be allocated as follows: 100% of each PAGA Groups Members pro-rata share of the $12,500 allocated for PAGA penalties shall be allocated as penalties and shall not be subject to payroll withholding; 20% of each Individual Settlement Payment will be allocated for the settlement of alleged unpaid wages and subject to the withholding of federal, state and local income taxes, including FICA taxes, among other legally required withholdings and deductions; and 80% of each Individual Settlement Payment will be allocated for the settlement of interest and penalties and shall not be subject to payroll withholding.

The Settlement Administrator shall issue to each Settlement Class Member an IRS Form W-2 for the portion of the individual settlement that is designated as unpaid wages. The Settlement Administrator shall issue an IRS Form 1099 to each Settlement Class Member and PAGA Group Member for the remaining portion of the Individual Settlement Payment that is not designated as unpaid wages and other amounts paid pursuant to this settlement. All Settlement Class Members will be responsible for correctly characterizing this income for tax purposes and for paying any taxes on the amounts received.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

To receive a settlement payment, you do not need to do anything. If the Court approves this settlement at the final approval hearing, the Settlement Administrator will mail you a check within approximately sixty days from the date the Court grants final approval, unless an appeal is filed. If you do not exclude yourself from the settlement, you will receive an Individual Settlement Payment and you will be bound by the terms of the settlement agreement.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the settlement, you must submit a written request for exclusion to the Settlement Administrator at the following address or fax number:

Toby Bonneau and Lafayette Griffin, et al. v. Calportland Company
c/o Settlement Administrator
Mailing Address
Telephone numbers
Fax numbers

To be valid, a written request for exclusion must: (1) explicitly and unambiguously state "I wish to exclude myself from the settlement reached in the matter of Toby Bonneau and *Lafayette Griffin v. Calportland Company, Case No. 37-2022-00037510-CU-OE-CTL,* I understand by excluding myself, I will not receive any money from the settlement reached in this matter;" (2) contain the name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Settlement Class Member; and (4) be postmarked or fax stamped by TBD and returned to and received by the Settlement Administrator at the specified address or fax number above. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement, including the release described in this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement, and you cannot object to the settlement. Class Counsel will not represent your interests in this Lawsuit if you request to be excluded. If you are PAGA Group Member, however, you will not be permitted to exclude yourself from the settlement of the PAGA claim. If you request to be excluded from the settlement and you are a PAGA Group Member, you will still receive a pro-rata share of the $2,500 allocated to the PAGA Group Members and be bound by the release of the Released PAGA Claims.

WHAT IF I DO NOTHING?

If you do nothing, you will receive a settlement payment and you will be bound by the terms of the settlement agreement.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you are a Settlement Class Member who has not asked to be excluded from the settlement, you may object to the settlement and appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the "Final Approval Hearing"). The Final Approval Hearing is scheduled to take place on TBD, 2024, at TBD a.m., in Department C-75 at the San Diego Superior Court located at Hall of Justice, Sixth Floor, 330 W. Broadway, San Diego, California 92101.

A Settlement Class Member who wishes to object can mail to the Settlement Administrator (at the address above) or fax a written statement of objection ("Notice of Objection"), postmarked or faxed by no later than TBD. The Notice of Objection must be signed by the Settlement Class Member and state:

(1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a list of all persons who will be called to testify in support of the objection. You may also appear in-person at the Final Approval Hearing and orally object even if you did not serve a written objection. You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing. If you choose to appear at the Final Approval Hearing, you can appear in-person or remotely by visiting the Court's website at https://www.sdcourt.ca.gov/virtualhearings for instructions on how to schedule your remote appearance.

Submitting an objection will *not* exclude you from the settlement class. You will still have the right to receive an Individual Settlement Payment, unless you request to be excluded.

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you disagree with the terms of the settlement. You can object only if you stay in the settlement class. If you submit an objection, you will still receive an Individual Settlement Payment and be bound by the Settlement, if it is approved by the Court.

Excluding yourself is telling the Court that you don't want to be part of the settlement class. If you exclude yourself, you have no basis to object because the case no longer affects you and you will not receive any settlement payment.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the settlement whether or not they timely cash their Individual Settlement Payments.

Final approval of the settlement will bar any Settlement Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding a Released Claim originating between March 8, 2018 through May 31, 2024, which was alleged or that could have been alleged in the operative complaint based on the facts alleged in the operative complaint.

The settlement agreement contains additional details about the scope of the release.

DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that, for purposes of this settlement, the interests of Plaintiffs and the Settlement Class Members are represented by:

Michael Nourmand, Esq.
James A. De Sario, Esq.
THE NOURMAND LAW FIRM, APC

8822 West Olympic Boulevard
Beverly Hills, California 90211
Telephone (310) 553-3600

Larry W. Lee
lwlee@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555

Settlement Class Members will not be charged for these lawyers. Instead, they will be paid from the settlement fund.

WHAT IF MY INORMATION CHANGES?

If your address has changed or you plan to change your address in the near future, please contact the Settlement Administrator

Toby Bonneau and Lafayette Griffin v. Calportland Company
c/o Settlement Administrator
Mailing Address
Telephone numbers
Fax number

IT IS YOUR RESPONSIBILITY TO KEEP AN UPDATED ADDRESS ON FILE WITH THE SETTLEMENT ADMINISTRATOR. YOUR FAILURE TO UPDATE YOUR ADDRESS COULD RESULT IN YOUR SETTLEMENT PAYMENT BEING TRANSMITTED TO THE CALIFORNIA STATE CONTROLLER UNCLAIMED PROPERTY DIVISION.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. To see a copy of the Joint Stipulation for Class and PAGA Action Settlement, the Court's Preliminary Approval Order, Motion for Final Approval, the operative complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this settlement, you may view all such files at the Civil Clerk's Office at the San Diego Superior Court – located at Hall of Justice, 330 West Broadway, San Diego, California 92101 or by visiting https://odyroa.sdcourt.ca.gov/Information for information on how to view the Court documents regarding this action that are available on-line.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [_____________]. Please refer to the *Toby Bonneau and Lafayette Griffin v. Calportland Company* Class Action Settlement.

If you have any questions about the settlement, you can contact Class Counsel:

Michael Nourmand, Esq.
James A. De Sario, Esq.
THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
Beverly Hills, California 90211
Telephone (310) 553-3600

Larry W. Lee
lwlee@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

PLEASE DO NOT CONTACT DEFENDANT, ITS MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT.